

<b>AWARD/CONTRACT</b>		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 Of 33		
2. Contract (Proc. Inst. Ident) No. DAAE07-03-C-L093		3. Effective Date 2003MAY30		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM AMSTA-AQ-ABGD-W NEIL WILLISTON (586)574-7028 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: WILLISTN@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CLEVELAND ADMIRAL KIDD CENTER. 555 EAST 88TH STREET BRATENAHL, OH 44108-1068		Code S3603A		
			SCD C PAS S3603A2005APC ADP PT SC1012				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)  CAMP INC 4600 PROSPECT AVE CLEVELAND, OH. 441034314  TYPE BUSINESS: Other Nonprofit			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
			9. Discount For Prompt Payment				
			10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
Code 0XZB6			Facility Code				
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337		
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )			14. Accounting And Appropriation Data ACRN: AA 21 32040000036D7675P6330052512 S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
			KIND OF CONTRACT: Research and Development Contracts				
Contract Expiration Date: 2006JUN03			15G. Total Amount Of Contract		\$432,452.00		
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	33
X	D	Packaging and Marking	13	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	14		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	15				
X	G	Contract Administration Data	16		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	19		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
19B. Name of Contractor  By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003MAY30	

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services necessary to accomplish all the Work Directives issued by the Contracting Officer under this contract in accordance with Section C "Scope of Work".</p> <p>Estimated Labor Cost:     \$1,044,264.00 Fixed Fee:                     \$73,099.00 Est. Materials Costs:       \$106,272.00 Est. Travel Costs:           \$57,822.00 Total Estimated Cost:     \$1,281,457.00</p> <p>(End of narrative B001)</p>		LO											
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: N-STEP TECHNOLOGIES PRON: E132C301EH     PRON AMD: 01     ACRN: AA AMS CD: 63300553F11</p> <p>Level of Effort to Date     4968.0</p> <p>Hours Available     Current LOE</p> <p>Base                -0-                4968.0 Option 1           4968.0               -0- Option 2           4968.0               -0-</p> <p>Total Hours Available:       9936.0</p> <p>Estimated Cost:        \$341,219.00 Fixed Fee:                \$23,885.00 Total Est. Cost:        \$365,104.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination     ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>27-MAY-2004</td></tr></table> <p>\$            365,104.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	27-MAY-2004		LO		\$ 365,104.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	27-MAY-2004												

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>SERVICES LINE ITEM</div> <div>NOUN: RESERVED FOR FUTURE</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination      ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DLVR SCH      PERF COMPL</div> <div>REL CD      QUANTITY      DATE</div> <div>001      0      UNDEFINITIZED</div>		LO		
0001AC	<div>SERVICES LINE ITEM</div> <div>NOUN: RESERVED FOR FUTURE</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination      ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DLVR SCH      PERF COMPL</div> <div>REL CD      QUANTITY      DATE</div> <div>001      0      UNDEFINITIZED</div>		LO		
0002	<div>SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>NOUN: MATERIALS &amp; TRAVEL COSTS</div> <div>SECURITY CLASS: Unclassified</div> <div>PRON: E132C301EH      PRON AMD: 01      ACRN: AA</div> <div>AMS CD: 63300553F11</div> <div>Estimated Costs: Materials:      \$48,074.00</div> <div>Estimated Costs: Travel:      \$19,274.00</div> <div>Total Estimated Costs:      \$67,348.00</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination      ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DLVR SCH      PERF COMPL</div> <div>REL CD      QUANTITY      DATE</div>		LO		\$ 67,348.00

[illegible]



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p>DEL REL CD      QUANTITY      DEL DATE 001                  1                  10-MAR-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (Y00004) SHIP PARCEL POST CMDR U.S. ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND 6501 EAST ELEVEN MILE RD WARREN, MI 48397-5000</p> <p>DATA ITEM</p> <p>NOUN: FINAL TECHNICAL REPORT SECURITY CLASS: Unclassified</p> <p>Contractor's Final Technical Report submitted in accordance with Contract Data Requirements List (CDRL), DD Form 1423,Exhibit A.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 3 DEL REL CD      QUANTITY      DEL DATE 001                  1                  11-MAR-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (Y00004) SHIP PARCEL POST CMDR U.S. ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND 6501 EAST ELEVEN MILE RD WARREN, MI 48397-5000</p>	1	EA	\$ ** NSP **	\$ ** NSP **
0004	<p>Service Option</p> <p>SECURITY CLASS: Unclassified</p>		LO		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN 0004 is an option which may be exercised unilaterally by the Government in accordance with the terms and conditions of Clause B.9, Clause F.1.3 and Clause H-28 of this Contract.</p> <p>This option, if exercised by the Contracting Officer, may be exercised either in increments or at one time but shall not exceed 9936 hours.</p> <p>Option Year 1</p> <p>Estimated Cost: \$396,415.60 Fixed Fee: \$24,362.98 Total Estimated Cost: \$420,778.58</p> <p>Option Year 2</p> <p>Estimated Cost: \$403,376.45 Fixed Fee: \$24,850.24 Total Estimated Cost: \$428,226.70</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"> <b>PIIN/SIIN</b> DAAE07-03-C-L093      <b>MOD/AMD</b> </p>	<p align="right"><b>Page 8 of 33</b></p>
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**Name of Offeror or Contractor:**

**B.1 TYPE OF CONTRACT**

This contract is awarded to CAMP,INC., Cleveland, Ohio 44103 as a Cost Plus-Fixed-Fee (CPFF),Indefinite Delivery, Indefinite Quantity (IDIQ) type of contract. The effort described in Section C of this document covers in a general manner the types of effort the contractor may be required to perform. Specific work will be specified via individual Work Directives, identifying the specific effort the contractor is to perform; funding for each Work Directive will be provided by contract modification as each Work Directive is awarded. More than one Work Directive may be awarded with each modification.

**B.1.2**

Prior to award of any Work Directive with its funding, TACOM will provide the contractor with the proposed Work Directive for review; the contractor shall provide TACOM with its cost proposal with proposed labor hours and labor mix for the specific effort. These labor hours when calculated with the negotiated rates, shall constitute the estimated cost of the individual Work Directive. Estimated travel and material for any Work Directive shall be identified separately in the Work Directive, and will be funded under CLIN 0002. Each individual Work Directive will be funded according to the LOE hours estimated to complete the tasks set forth in that Work Directive as applied to the fixed fee rates and hourly labor cost rates which apply to the Contract Year under which the Work Directive was issued, plus any estimated materials and travel costs for that Work Directive.

**B.2 ISSUANCE OF WORK DIRECTIVES**

**B.2.1** The Contracting Officer will issue Work Directives directing the contractor to perform tasks authorized in the Section C Scope of Work Clause, of this contract. Any such approved Work Directives must be adequately funded and comply with the other terms and conditions of the contract including the Section G clause entitled "Work Directives".

**B.2.2** The initial Work Directive will have a period of performance of 12 months. The period of performance for subsequent individual Work Directives will be specified in the individual Work Directive(s). The period of performance of any Work Directive issued hereunder shall not extend beyond the contract period of performance.

**B.2.3** In accordance with Clause F.1.1 this contract is awarded for a period of performance for 3 years, to include options for up to an additional two year period. The basic contract performance period will begin immediately upon award of this contract and will end at the end of the 36th month after award of the contract.

**B.3 FEE**

The rate of return has been negotiated at 7.0% of estimated direct labor, applied to the contractor's labor categories. After the estimated cost for an individual Work Directive has been agreed upon, the 7.0% fee will be applied to the estimated labor cost and translated into actual dollars; this amount shall be the fixed fee for the individual Work Directive. In accordance with Clause B.4 below, funding for the fixed fee, direct labor and overhead will be added onto CLIN 0001. In accordance with Clause B.5 funding for materials and travel costs for individual Work Directives will be added onto CLIN 0002.

**B.3.1** No fee will be paid for travel, training and materials costs incurred under CLIN 0002.

**B.4 ESTIMATED COST & FIXED FEE - CLIN 0001:**

**B.4.1** The estimated cost to the Government for performance level-of-effort (LOE) work hours under the contract is set forth in the Schedule, Section B under CLIN 0001. The estimated cost of CLIN 0001 shall constitute the estimated cost of the contract clause entitled "Limitation of Cost" (FAR 52.232-20), but neither the Government nor the contractor guarantee the accuracy of said estimate.

**B.4.2** The fixed fee for work performed under CLIN 0001 will be applied to the estimated labor cost and translated into actual dollars. The estimated cost and the fixed fee used for a specific Work Directive will be estimated cost and fixed fee described for the Contract Year in which the Work Directive is issued. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost". The contractor is entitled to reimbursement of all allowable and allocable costs incurred to complete a Work Directive up to the amount which has been funded and is available under that Work Directive. However, the contractor shall only be paid a fixed fee of 7% of the estimated labor costs for the performance of work under this contract in accordance with the terms of the Contract Clause entitled Fixed Fee", FAR 52.216-8. The fixed fee together with reimbursement of costs shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under any Work Directive. No materials or travel costs shall be paid under CLIN 0001. No Work Directive will be awarded unless adequate funds exist on CLIN 0001 for the direct labor, overhead and fixed fee needed for performance of that Work Directive although additional funding may be subsequently added on an "as needed" basis as the Work Directive is being performed.

**B.4.3** Allowable cost shall be determined and any payment thereof shall be provided in accordance with the contract clause entitled "Allowable Cost and Payment", (FAR 52.216-7).



<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE07-03-C-L093      <b>MOD/AMD</b></p>	<p><b>Page</b> 9 <b>of</b> 33</p>
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**Name of Offeror or Contractor:**

B.5 MATERIALS & TRAVEL COSTS - CLIN 0002

B.5.1 All materials and travel costs shall be paid out under CLIN 0002. No direct labor, overhead, or fee of any kind will be paid out under CLIN 0002. No Work Directive requiring the contractor to incur material and/or travel costs will be awarded unless adequate available funding exists in CLIN 0002 for the estimated travel and materials costs associated with that Work Directive, although additional funding may be subsequently added on an "as needed" basis.

B.6 FUNDING

B.6.1 The contractor shall notify the government in accordance with the contract clause in Section I hereof entitled "Limitation of Cost", whenever there is reason to believe that the funds obligated on this contract in support of any individual Work Directive are either insufficient or excessive for the performance of the work required under such Work Directive issued under this contract.

B.7 PAYMENT

B.7.1 The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement at the rate of 7% of the direct labor amount not to exceed cumulatively the maximum fixed fee applying to that Work Directive, subject to any withholding pursuant to provisions of this contract.

B.8 WORK DIRECTIVE/MODIFICATION

B.8.1 The work authorized under this contract shall be expended only as authorized by Work Directive. Each Work Directive shall identify the CLIN(s) it can be charged against, and in no instance will a Work Directive be billed against any other CLIN(s).

B.9 OPTION

In accordance with Clause H-28, the Government shall have the right to increase the number of hours by a maximum of 4968.0 labor hours plus costs for materials and costs for travel and may exercise this option in more than one increment. If exercised, any resultant CLINS shall be awarded on the cost-plus-fixed-fee basis as follows:

- B.9.1 Available Hours: 4968.0
- B.9.2 Estimated Cost: \$410,477.00
- B.9.3 Fixed Fee on Labor \$ 25,347.00
- B.9.4 Total CPFF: \$435,824.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 10 of 33</b>
<b>Name of Offeror or Contractor:</b>		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C.1 STATEMENT OF WORK: PURPOSE AND OBJECTIVE

C.1.1 The purpose of this contract is for the contractor, CAMP, Inc., to provide services, as specified below, in development, integration, and implementation of the NAC Standardized Exchange of Product Data (N-STEP)Program.

C.1.2 The objective of this contract is to develop, demonstrate, and implement N-STEP technologies that:

- (a) Improve manufacturing efficiencies, compared to traditional manufacturing processes and procedures, particularly for vehicular spare and repair parts.
- (b) Enable agile manufacturing of parts and components.
- (c) Reduce weapon system life cycle cost.
- (d) Demonstrably can be implemented into the mainstream of the Army sustainment process.

C.1.3 The contractor may not expend effort or incur costs under this contract except as directed and funded on one or more individual Work Directives issued hereunder by the Contracting Officer (CO). When specified by individual Work Directive(s), the contractor will provide program management and/or development and engineering services for the research, development, design, prototyping, testing, and evaluation of N-STEP technologies pertinent to the light, medium and heavy-duty ground tactical, combat and automotive vehicle industries.

C.2 GENERAL SCOPE

As further specified in individual Work Directives signed by a Government Contracting Officer, the contractor may provide engineering/technical services to support execution of the following activities, whether singly or in any combination specified by Work Directive(s). Each of the following categories is further described in C.3.3 through C.3.10 below.

- (a) As a N-STEP support contractor provide technical, program management, and coordination services for N-STEP tasks performed.
- (b) Serve as N-STEP project data generation site.
- (c) Support demonstration site activities, which may include coordination of data transfer, the purchasing or handling/administration of government materials or equipment.
- (d) Participate in the analysis leading to selection of parts to be produced in N-STEP demonstrations.
- (e) Provide N-STEP manufacturing effort.
- (f) Maintain N-STEP manufacturing tool sets to latest configuration.
- (g) Provide reverse engineering services.
- (h) Collect and analyze data, produce metrics, scientific, technical or analytical reports, and/ or plans.
- (i) Attend N-STEP in-process reviews, ISO and/or site meetings.

C.3. CONTRACTOR TASKING / REQUIREMENTS

C.3.1 The following descriptions and stipulations govern any and all Work Directives issued under this contract. All Work Directives must be in writing, must be signed by a Government Contracting Officer, and must be accompanied by a signed contract modification making funds available for performance of the work.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 11 of 33</b>
<b>Name of Offeror or Contractor:</b>		

C.3.2 Throughout the remaining subparagraphs of this C.3, the following default delivery requirement applies to data, findings, and work products required to be produced under individual Work Directives, unless the individual Work Directives specify different delivery schedules, or destinations, or format requirements for delivery of completed work. As a default requirement, the contractor shall provide its data, findings and work products within the Monthly Status Reports prepared in accordance with paragraph C.4.3 below. The body of the Monthly Status report shall provide a brief summary and conclusion regarding the findings, data, or work products being submitted; with detailed findings provided as Report attachments. Unless otherwise instructed in an individual Work Directive, all reports shall be prepared and submitted to the Government Contracting Officer's Representative (COR) electronically, using software compatible with Microsoft Word 97 and the Microsoft Office 95 software suite.

C.3.3 N-STEP Technical, program management, and coordination services. Examples of this work include, but are not limited to, the following:

- (a) Serving as a support contractor for N-STEP development, coordinating its own efforts with those of other program participants, whether in government or private industry.
- (b) Work in cooperation with prime contractor leading the N-STEP program activities.

C.3.4 N-STEP project data generation site. The contractor may be directed to generate N-STEP manufacturing data utilizing N-STEP manufacturing suite tool sets. The data may come from Government or industry. Also, the contractor may be directed to record data concerning its own N-STEP project activities and/or generate/gather, receive, review, and/or consolidate data from other N-STEP program participants, concerning their activities and results. The data thus generated may be analyzed and formatted for the purpose of preparing reports, briefings, presentations, or training materials, as further specified in paragraphs C.3.10, C.3.11, and C.3.12 below.

C.3.5 Support of demonstration site activities. Examples of this work include, but are not limited to, the following:

- (a) Provide technical assistance to manufacturing contractor(s) or Government sites as required.
- (b) Coordinate data transfer activities.
- (c) Purchase related items, to include items such as materials, tooling, test or measuring equipment.
- (d) Provide management of government property in contractor's possession.

C.3.6 Support selection of parts. The contractor will provide engineering and design services to review candidate spare and repair parts, for the purpose of recommending the selection of items that could beneficially be produced in N-STEP demonstrations

C.3.7 Provide N-STEP manufacturing support. Examples of this work include, but are not limited to, the following:

- (a) Manufacture parts utilizing N-STEP techniques or processes.
- (b) Oversee, train and/or advise other specified sites in their N-STEP manufacturing efforts.

C.3.8 Maintain STEP manufacturing tool sets. The contractor will, in cooperation with other specified sites, maintain configuration management of N-STEP manufacturing tool sets, to ensure that STEP tool sets specified in the Work Directive(s) are maintained to the most current configuration.

C.3.9 Provide N-STEP reverse engineering services. Examples of this work include, but are not limited to, the following:

- (a) Reverse engineer parts for use in the N-STEP manufacturing as required.
- (b) Provide adequate technical description for manufacturing and testing if required.

C.3.10 Prepare and collect and analyze data. The contractor will accumulate and assess specified N-STEP data and information, both for the purpose of evaluating N-STEP effectiveness at a specified site or for a particular demonstration, and to enable the contractor to produce valid metrics, reports and/or plans.

C.3.11 Attend N-STEP reviews, meetings, conferences. The contractor will provide technically qualified and knowledgeable personnel to attend such meetings and conferences, as specified by individual Work Directive, as N-STEP in-process reviews, ISO meetings, site meetings, or industry or academic conferences or symposia. Such attendance may be for the purpose or making one or more presentations, or for the purpose of auditing presentations for later synthesis and reporting to the government and other N-STEP program participants.

C.3.12 Reporting. The contractor will prepare and submit interim and/or final reports covering results of effort on individual Work Directives in accordance with CDRLs A001, A003 and A004 of DD Form 1423, Exhibit A.

C.4 MEETINGS AND REGULAR STATUS REPORTING

C.4.1 The contractor shall host a start-of-work meeting at its facility within 30 days after award of the first Work Directive hereunder. The purpose of the meeting will be for the contractor to discuss its management plan for conducting the work contemplated hereunder. At a minimum, the contractor shall provide notice of the meeting date, time, and location a minimum of two weeks before the proposed meeting date to the Administrative Contracting Officer, the Contracting Officer's Representative, the Contracting Officer, and the Contract Specialist. The contractor also is encouraged to invite representatives of other known or planned N-STEP program participants.

C.4.2 The contractor shall host semi-annual In Process Reviews (IPRs) at its facility, with the first due 6 months after award. The

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 33
	PIIN/SIIN DAAE07-03-C-L093	MOD/AMD	

Name of Offeror or Contractor:

contractor shall coordinate the timing and agenda of each IPR with the COR.

C.4.3 Commencing 30 days after issuance of the first Work Directive under this contract, and continuing for each successive 30-day period in which at least one Work Directive was in process of being performed, the contractor shall prepare and submit to the Contracting Officer's Representative (COR) a Management, Cost, and Status Report in accordance with CDRL A002 of DD Form 1423, Exhibit A. Each report will identify all Work Directives that were open for any part of the reporting period, and will provide a brief status report for each. Status shall include a comparison of actual costs expended to date vs. budgeted costs to perform the work. Each report will identify any problems encountered, together with the contractor's planned solution, and will identify any significant milestones completed during the month.

\*\*\* END OF NARRATIVE C 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 33
	PIIN/SIIN DAAE07-03-C-L093	MOD/AMD	
Name of Offeror or Contractor:			

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D.1 Packaging

D.1.1 The Contractor shall package all data and hardware delivered under Work Directive(s) issued under this contract in accordance with standard commercial practice to ensure arrival at destination without damage or loss.

D.2 Marking

D.2.1 Software. The Contractor shall mark all data deliverables under any Work Directive issued under this contract with its name and address and, where applicable, the name and address of the subcontractor who generated the data. The markings shall also include a citation of the contract number, the governing Work Directive number and a descriptive title.

D.2.2 Hardware. The Contractor shall mark or tag all materials (or their containers) delivered under any Work Directive issued under this contract to identify (i) the name, address of the prime contractor, (ii) the contract number and (iii) the material or item shipped.

\*\*\* END OF NARRATIVE D 001 \*\*\*

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-2	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-4	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

E.1 The Contracting Officer's Representative (COR) shall inspect and accept or reject all data and other deliverables furnished to the Government under this contract at destination. The COR is responsible for determining whether the data are complete and conform to the contract's requirements.

\*\*\* END OF NARRATIVE E 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 15 of 33</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander  
US Army Tank-automotive and Armaments Command  
6501 East Eleven Mile Rd.  
ATTN: (See DD Form 1423, Block 14)  
Warren, MI 48397-5000

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F.1 PERIOD OF PERFORMANCE

F.1.1

The period of performance for the basic contract shall be 3 years after contract award.

F.1.2

The period of performance for each Work Directive will be specified in the specific Work Directive.

F.1.3

The period of performance for each Option for this contract, if exercised by the Contracting Officer, is up to twelve (12) months from the end of the then basic contract performance period, as further specified in the individual option exercise.

F.2 DELIVERABLES

F.2.1 DATA & SOFTWARE DELIVERABLES

The contractor shall deliver all technical, data and software deliverables due under this contract in accordance with the quantities and schedules specified in the applicable Work Directive(s), and in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423).

F.2.2 HARDWARE DELIVERABLES

The contractor shall deliver any hardware deliverables due under this contract in accordance with the quantities and schedules specified in the applicable Work Directive(s). Packaging and marking of any hardware deliverables shall be in accordance with the requirements set forth in Section D and hardware shall be delivered FOB Destination to the following address:

Commanding General  
US Army TACOM  
Receiving Dock  
ATTN: AMSTA-TR-N MS 269/T. Altobelli  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

\*\*\* END OF NARRATIVE F 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 16 of 33</b>
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

								JOB		
LINE	PRON/	OBLG			ORDER	ACCOUNTING		OBLIGATED		
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION		NUMBER	STATION	AMOUNT		
0001AA	E132C301EH	AA	1	21	32040000036D7675P6330052512	S20113	32C301	W56HZV	\$	365,104.00
63300553F11										
0002	E132C301EH	AA	1	21	32040000036D7675P6330052512	S20113	32C301	W56HZV	\$	67,348.00
63300553F11										
								TOTAL	\$	432,452.00

SERVICE	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING	OBLIGATED
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 32040000036D7675P6330052512 S20113	W56HZV	\$ 432,452.00
			TOTAL	\$ 432,452.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS (TACOM)	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Thomas J. Altobelli  
N-STEP Program Manager  
US Army TACOM  
ATTN/AMEBA-TR-N- (MS269)  
Warren, MI 48397-5000  
Pho: (586) 574-8708  
Fax: (586) 574-8744  
e-mail: altobelli@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Karen S. Benner  
DCMA Atlanta  
805 Walker St.  
Marietta, GA 30060-2789  
Pho: (803) 751-6877  
e-mail: karen.benner@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  PIIN/SIIN DAAE07-03-C-L093 MOD/AMD	<b>Page 17 of 33</b>
<b>Name of Offeror or Contractor:</b>		

G-3                      52.227-4004                      RELEASE OF INFORMATION                      APR/1991  
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 9 of AR 360-5 dated 31 May 89, Release of Information by Manufacturers, Research Organizations, Educational Institutions and Other Commercial Entities Holding Army Contracts prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. A copy of AR 360-5 may be obtained from the Contracting Officer.

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G-4                      52.232-4005                      INVOICE INFORMATION REQUIREMENT                      JAN/1988  
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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G-5                      52.242-4011                      WORK DIRECTIVES                      FEB/1998  
(TACOM)

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

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IMPLEMENTATION OF COST-PLUS-FIXED-FEE PAYMENT STRUCTURE

(a) This contract is a cost-plus-fixed-fee contract (CPFF), as defined by FAR 16.306 and the Section Clause entitled FIXED FEE (52.216-8). The contract also is an indefinite delivery/indefinite quantity contract, as defined by FAR 16.504, in which workload will be placed on the contract in the form of individual work directives signed by the Contracting Officer. Each such work directive constitutes an individual delivery order or task order, and will specify an estimated cost and a fixed fee.

(b) Since this contract will be an indefinite delivery/indefinite quantity contract, which extends for more than a single year, the total volume of work that ultimately will be placed on the contract cannot be estimated with certainty. Accordingly, it is not possible at the time of contract award to specify a fixed fee that will apply to the contract in its entirety. The fixed fee nature of this contract means that the fee payable to the contractor will be fixed at the level of individual work directives, rather than at the level of the contract in total. Because the fee for each work directive is fixed, the contractor is paid the fee specified in each individual work directive, based on the costs the parties estimate will be necessary to perform the specified work. The contractor, then, will be paid the specified fee for performing each work directive, regardless whether the actual costs incurred to perform the work directive turn out to be the same as, or higher or lower than, those estimated when the work directive was signed. Thus the contractor's fee for a work directive is not reduced if actual costs are less than estimated costs. Similarly, the contractor's fee for

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 18 of 33</b>
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**Name of Offeror or Contractor:**

a work directive is not increased if actual costs are more than originally estimated.

(c) The sole exception to the principle established in paragraph (b) of this clause consists of those instances, if any, where the scope of an individual work directive is changed after issuance, in the form of a work-directive revision signed by the Contracting Officer. In cases where the original scope of a work directive is increased, decreased, or otherwise changed, the Government and contractor may negotiate an adjustment in the fixed fee to account for the revised scope. However in this event the revised fee becomes the fixed fee applying to that revised work directive, and the principle in paragraph (b) of this clause applies thereafter to the new fixed fee.

G.1 (TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST (MAR 2000)

G.1.1 In order for disbursement under the contract to be paid appropriately, the following requirements apply to the paying office:

G.1.2 The PAYING OFFICE shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funds in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

G.1.3 Example: the contract includes one accounting line from fiscal year 2002 and two accounting lines from fiscal year 2003. Result: disbursements against new invoices are made on the fiscal 2002 accounting line until it is completely disbursed, before disbursements are made against the fiscal year 2003 accounting lines. Once disbursements start against the fiscal year 2003 lines, those payments will be split equally between the two available fiscal 2003 lines.

G.1.4 The PAYING OFFICE shall pay all funds from ACRN AA before disbursing funds from ACRN AB and so on.

\*\*\* END OF NARRATIVE G 001 \*\*\*

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-L093      MOD/AMD</p>	<p style="text-align: center;"><b>Page 19 of 33</b></p>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-8	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-9	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-10	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-11	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-14	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-18	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Work Directives by the individuals or activities designated in the Schedule. Such Work Directives may be issued from 11 Mar 03 through 13 Mar 06.

(b) All Work Directives are subject to the terms and conditions of this contract. In the event of conflict between a Work Directive and this contract, the contract shall control.

(c) If mailed, a Work Directive considered issued when the Government deposits the Work Directive in the mail. Work Directives may be issued orally, by facsimile, or by electronic commerce methods.

[End of Clause]

H-19	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any Work Directive for a single item in excess of \$10,000,000.00.

(2) Any Work Directive for a combination of items in excess of \$20,000,000.00.

(3) A series of Work Directives from the same procurement office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-Work Directive limitations in paragraph (b) above.

[End of Clause]

H-20	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
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(a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-\_\_\_\_\_ are complete, accurate, and comply with all

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 20 of 33</b>
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**Name of Offeror or Contractor:**

requirements of the contract.

Date	Name and Title of Authorized Official
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This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.

(End of clause)

H-21	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990
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The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-22	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 21 of 33</b>
<b>Name of Offeror or Contractor:</b>		

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

H-23	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

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H-24	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-25	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 22 of 33</b>
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**Name of Offeror or Contractor:**

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

SECTION H

H-28 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

Pursuant to FAR 52.217-7, the Government reserves the right to unilaterally exercise the option for CLIN 0004 by contract modification. The Contracting Officer may exercise this option, in whole or part, by one or more contract modifications at any time on or after contract award but in any event not later than thirty six (36) months after contract award. The Contracting Officer may exercise this option in more than one increment. The Contracting Officer has the unilateral right to add additional hours to any existing or to establish a new and separate CLIN

The estimated cost and fixed fee rates which will apply to an individual Work Directive will those rates which apply for option which the Work Directive was awarded under, even if performance of the Work Directive continues to take place after completion of the exercise period for the option it was awarded under.

H-28.1 The number of option hours remaining for exercise is 9936.0.

H-28.2 The number of option hours exercised is to be determined when and if the option is exercised.

H-28.3 The Contracting Officer may extend the performance period to add a 4th year and a 5th year, extending the total performance period of the contract by a maximum of 24 additional months.

H-28.4 If the Contracting Officer exercises the option partially i.e., to add a 4th year, the Contracting Officer may exercise the remaining option within 48 months after contract award.

H-29 SPECIAL CONTRACT CONDITIONS

H-29.1 Subcontract Conditions

CAMP, INC,, Cleveland, Ohio, will not subcontract the performance of any of the requirements of this contract to any lower tier subcontractor without the prior written/electronic approval of the designated Contracting Officer of the United States Army Tank-automotive and Armaments Command.

H-29.2 CAMP, Inc. is also subject to OMB Circular A-122, Cost Principles for Non-Profit Organization.

\*\*\* END OF NARRATIVE H 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L093 MOD/AMD	Page 23 of 33
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-2 (ALT II)	AUDIT AND RECORDS - NEGOTIATION (ALTERNATE II--APR 1998)	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-8	FIXED FEE	MAR/1997
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-27	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-37	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-38	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-40	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-41	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-43	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-44	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-47	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See	APR/1998

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 24 of 33
	PIIN/SIIN DAAE07-03-C-L093MOD/AMD	
Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
		Section K.	
I-48	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-49	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-50	52.232-17	INTEREST	JUN/1996
I-51	52.232-22	LIMITATION OF FUNDS	APR/1984
I-52	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-53	52.232-25	PROMPT PAYMENT	FEB/2002
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-55	52.233-1	DISPUTES	JUL/2002
I-56	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-57	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-58	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-59	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-60	52.242-13	BANKRUPTCY	JUL/1995
I-61	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-62	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-63	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-64	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-66	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-67	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-68	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-69	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-70	52.248-1	VALUE ENGINEERING	FEB/2000
I-71	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-72	52.249-13	FAILURE TO PERFORM	APR/1984
I-73	52.249-14	EXCUSABLE DELAYS	APR/1984
I-74	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-78	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-79	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-80	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-81	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-82	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-83	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-84	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-85	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-86	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-87	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-88	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-89	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-90	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-91	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-92	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-93	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-94	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-95	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-96	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984



CONTINUATION SHEET	Reference No. of Document Being Continued	Page 25 of 33
	PIIN/SIIN DAAE07-03-C-L093 MOD/AMD	
Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
I-97	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-98	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-99	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-100	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-101	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-102	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L093 MOD/AMD	Page 26 of 33
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**Name of Offeror or Contractor:**

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -1-.

[End of Clause]

I-103      52.216-22      INDEFINITE QUANTITY      OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

[End of Clause]

I-104      52.219-10      INCENTIVE SUBCONTRACTING PROGRAM      OCT/2001

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive -1- percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are not subject to the DISPUTES clause. Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

[End of Clause]

I-105      52.222-2      PAYMENT FOR OVERTIME PREMIUMS      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -1- or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-L093      MOD/AMD</p>	<p style="text-align: center;"><b>Page 27 of 33</b></p>
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**Name of Offeror or Contractor:**

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-106      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-107      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS      MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE07-03-C-L093      MOD/AMD</p>	<p align="center"><b>Page 28 of 33</b></p>
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**Name of Offeror or Contractor:**

required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-108	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-109	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
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(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L093 MOD/AMD	Page 29 of 33
Name of Offeror or Contractor:		

I-110                    252.225-7015                    PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                    DEC/1991  
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.  
(End of clause)

I-111                    252.247-7023                    TRANSPORTATION OF SUPPLIES BY SEA                    MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are-
- (A) Noncommercial items; or
- (B) Commercial items that-
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 30 of 33</b>
<b>Name of Offeror or Contractor:</b>		

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page 31 of 33</b>
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**Name of Offeror or Contractor:**

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-112	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-113	52.246-4026 (TACOM)	LOCAL ADDRESS FOR DD FORM 250	MAR/2002
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-C-L093 <b>MOD/AMD</b>	<b>Page</b> 32 <b>of</b> 33
<b>Name of Offeror or Contractor:</b>		

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 33 of 33
	PIIN/SIIN DAAE07-03-C-L093	MOD/AMD	

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	EXHIBIT A	30-JAN-2003	002	

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT.....: A  
C. CATEGORY.....: Other  
D. SYSTEM/ITEM.....: NAC Standardized Exchange of Product (N-STEP) Manufacturing Technology  
E. Contract NO.....: DAAE07-03-C-L093  
F. CONTRACTOR.....: CAMP, Inc.  
1. DATA ITEM NO.....: A001  
2. TITLE OF DATA ITEM...: Technical Report - Study/Services  
3. SUBTITLE.....:  
4. AUTHORITY.....: DI-MGMT-80508A (T)  
5. CONTRACT REFERENCE...: SOW  
6. REQUIRING OFFICE.....: AMSTA-TR-N MS 269  
7. DD250 REQ.....: LT  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: ASREQ  
11. AS OF DATE:  
12. DATE OF FIRST SUB.....: See Blk 16  
13. DATE OF SUBS. SUB.....: See Blk 16  
14. DISTRIBUTION A. ADDRESSEES AMSTA-TR-N MS 269 B. COPIES: DRAFT 1 FINAL 1  
15. TOTAL:  
16. REMARKS: To be submitted as required by Work Directive. Contractor Format is Acceptable. Tailoring: Delete paragraph one (1) A,B,C, and D of DID 80508A(T) entirely.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO.....: A002  
2. TITLE OF DATA ITEM...: Meeting Minutes  
3. SUBTITLE.....:  
4. AUTHORITY.....: DI - ADMN - 81250  
5. CONTRACT REF.....: C.4.1 & C.4.2  
6. REQUIRING OFFICE.....: AMSTA-TR-N MS 269  
7. DD250 REQ.....: LT  
8. APP CODE.....:  
9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY.....: ASREQ  
11. AS OF DATE.....:  
12. DATE OF FIRST SUB.....: See Blk 16  
13. DATE OF SUBS. SUB.....:  
14. DISTRIBUTION.....: A. ADDRESSEES AMSTA-TR-N MS 269 B. COPIES: DRAFT FINAL 1  
15. TOTAL.....: 1  
16. REMARKS: Minutes are due 10 working after completion of meeting.  
17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO.....: A003  
2. TITLE OF DATA ITEM...: Contractor's Progress, Status and Management Report  
3. SUBTITLE.....:  
4. AUTHORITY.....: DI - MGMT - 80227 (T).  
5. CONTRACT REFERENCE...: C.4.3  
6. REQUIRING OFFICE.....: AMSTA-TR-N MS 269  
7. DD250 REQ.....: LT  
8. APP CODE.....:

9. DIST. STATEMENT REQUIRED  
10. FREQUENCY.....: MONTHLY  
11. AS OF DATE.....:  
12. DATE OF FIRST SUB.....: 30 DACA  
13. DATE OF SUBS. SUB.....: See Blk 16  
14. DISTRIBUTION.....: A. ADDRESSEES AMSTA-TR-N MS269 B. COPIES: DRAFT 1 FINAL 1  
15. TOTAL:.....: Draft 1 Final 1  
16. REMARKS: Report shall be submitted on the 15th day of each month.  
Tailoring: In DID 80227(T) Delete first sentence in paragraph 10.2.

1. DATA ITEM NO.....: A004  
2. TITLE OF DATA ITEM.....: Final Technical Report  
3. SUBTITLE.....:  
4. AUTHORITY.....: N.A.  
5. CONTRACT REFERENCE:....: SOW  
6. REQUIRING OFFICE:.....: AMSTA-TR-N MS 269  
7. DD250 REQ:.....: LT  
8. APP CODE.....:  
9. DIST. STATEMENT REQUIRED  
10. FREQUENCY.....: Once  
11. AS OF DATE.....:  
12. DATE OF FIRST SUB.....: See Blk 16  
13. DATE OF SUBS. SUB.....: See Blk 16  
14. DISTRIBUTION.....: A. ADDRESSEES AMSTA-TR-N MS269 B. COPIES: DRAFT 1 FINAL 1  
15. TOTAL:.....: Draft 1 Final 1

16. REMARKS: The contractor shall submit a draft Final Technical Report. The Government will have fifteen days after receipt to provide comments on the draft report back to the contractor. The contractor shall then submit the Final Technical Report. The contractor shall submit both the draft Final Technical Report and the Final Technical Report in electronic format (MS Word Compatible). The draft Final Technical Report and Final Technical Report shall be prepared and submitted by the contractor and shall be submitted in contractor format.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE: